



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234

FISCAL MANAGEMENT

89 Washington Avenue – Room 503W EB, Albany, NY 12234

August 21, 2017

Mr. Jared Akenhead
Ancestry.com, Inc.
1300 W. Traverse Parkway
Lehi, UT 84043

Dear Mr. Akenhead:

Enclosed herewith is an executed and approved copy of the agreement between this Department and Ancestry.com, Inc., Contract No. C012707.

You are advised that no employee or officer of the State Education Department has the authority to modify this agreement. Modifications to the attached agreement must be approved and filed in the Office of the State Comptroller. Any work that is performed outside that which is included in this agreement is being performed at your risk.

Sincerely,

Brian Hackett
Contracts Administrator

Enclosures

cc: Maria Holden

Nancy Chacho

<u>STATE AGENCY</u> NYS Education Department 89 Washington Avenue, Room 503W- EB Albany, New York 12234	<u>CONTRACT NUMBER:</u> C012707 <u>BUSINESS UNIT:</u> SED01 <u>DEPARTMENT ID:</u> 3300200																						
<u>CONTRACTOR:</u> Ancestry.com Operations Inc. 1300 W. Traverse Parkway Lehi, UT 84043	<u>TYPE OF PROGRAM:</u> Digitization and web delivery services																						
	<u>FEDERAL TAX/MUNICIPALITY NO:</u> 87-0392473																						
<u>CHARITY REGISTRATION NUMBER:</u> N/A <u>NYS VENDOR ID:</u> 1000057935 <u>MUNICIPALITY NO.:</u> (if applicable)	<u>CONTRACT PERIOD</u> From: March 1, 2017 To: February 28, 2022 <u>FUNDING AMOUNT FOR PERIOD:</u> \$ 0.00																						
<u>STATUS:</u> CONTRACTOR IS <input type="checkbox"/> IS NOT <input checked="" type="checkbox"/> A SECTARIAN ENTITY CONTRACTOR IS <input type="checkbox"/> IS NOT <input checked="" type="checkbox"/> A NOT-FOR-PROFIT ORGANIZATION.	<u>MULTI-YEAR TERM:</u> (if applicable) From: March 1, 2017 To: February 28, 2022																						
<p align="center"><u>APPENDICES ATTACHED AND PART OF THIS AGREEMENT:</u></p> <table border="0"> <tr> <td><input checked="" type="checkbox"/> APPENDIX A</td> <td>Standard Clauses as required by the Attorney General for all State contracts.</td> </tr> <tr> <td><input checked="" type="checkbox"/> APPENDIX A1</td> <td>Agency-specific Clauses</td> </tr> <tr> <td><input type="checkbox"/> APPENDIX B</td> <td>Budget</td> </tr> <tr> <td><input checked="" type="checkbox"/> APPENDIX C</td> <td>Payment and Reporting Schedule</td> </tr> <tr> <td><input checked="" type="checkbox"/> APPENDIX D</td> <td>Program Workplan</td> </tr> <tr> <td><input checked="" type="checkbox"/> APPENDIX X</td> <td>Sample Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td><input type="checkbox"/> OTHER (Identify)</td> <td></td> </tr> <tr> <td><input type="checkbox"/> OTHER (Identify)</td> <td></td> </tr> <tr> <td><input type="checkbox"/> OTHER (Identify)</td> <td></td> </tr> <tr> <td><input type="checkbox"/> OTHER (Identify)</td> <td></td> </tr> </table> <p align="right">February 28, 2017</p>		<input checked="" type="checkbox"/> APPENDIX A	Standard Clauses as required by the Attorney General for all State contracts.	<input checked="" type="checkbox"/> APPENDIX A1	Agency-specific Clauses	<input type="checkbox"/> APPENDIX B	Budget	<input checked="" type="checkbox"/> APPENDIX C	Payment and Reporting Schedule	<input checked="" type="checkbox"/> APPENDIX D	Program Workplan	<input checked="" type="checkbox"/> APPENDIX X	Sample Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)	 		<input type="checkbox"/> OTHER (Identify)		<input type="checkbox"/> OTHER (Identify)		<input type="checkbox"/> OTHER (Identify)		<input type="checkbox"/> OTHER (Identify)	
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IN WITNESS WHEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

Ancestry.com Operations Inc.

By



QUINTON ATKINSON
Name Printed

Title: SENIOR DIRECTOR - GLOBAL CONTENT

Date: 4/18/2017

Contract No. C012707

THE PEOPLE OF THE STATE OF NEW YORK
MaryEllen Elia
Commissioner of Education

By



Alison B. Bianchi, Shannon Tahoe or Aaron Baldwin
Authorized Contract Officers

Date: 4-24-17

State Agency Certifications: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

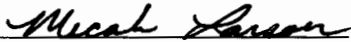
STATE OF UTAH)

) SS:

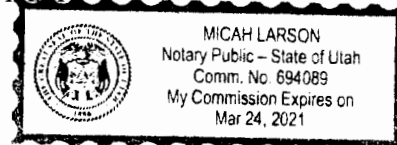
County of Utah)

On this 18 day of April, 2017 before me the undersigned personally appeared Quinton Atkinson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument.

(Notary)



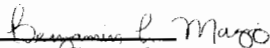
STAMP



APPROVED AS TO FORM
NYS ATTORNEY GENERAL

Approved

MAY 11 2017



New York State Attorney General
BENJAMIN L. MAGGI
ASSISTANT ATTORNEY GENERAL

APPROVED
DEPT. OF AUDIT & CONTROL

AUG 15 2017

Office of the State Comptroller
FOR THE STATE COMPTROLLER

Reports to DCS are to be transmitted as follows:

By mail: NYS Department of Civil Service
Office of Counsel
Alfred E. Smith Office Building
Albany, NY 12239

Reports to NYSED are to be transmitted as follows:

By mail: NYS Education Department
Contract Administration Unit
Room 505 W EB
Albany, NY 12234

By fax: (518) 408-1716

- C. Consultant Staff Changes. If this is a contract for consulting services, Contractor will maintain continuity of the consultant team staff throughout the course of the contract. All changes in staff will be subject to STATE approval. The replacement consultant(s) with comparable skills will be provided at the same or lower hourly rate.
- D. Order of Precedence. In the event of any discrepancy, disagreement, conflict or ambiguity between the various documents, attachments and appendices comprising this contract, they shall be given preference in the following order to resolve any such discrepancy, disagreement, conflict or ambiguity:
1. Appendix A - Standard Clauses for all State Contracts
 2. State of New York Agreement
 3. Appendix A-1 - Agency Specific Clauses
 4. Appendix X - Sample Modification Agreement Form (where applicable)
 5. Appendix A-3 - Minority/Women-owned Business Enterprise Requirements (where applicable)
 6. Appendix B - Budget
 7. Appendix C - Payment and Reporting Schedule
 8. Appendix D - Program Work Plan

VENDOR'S INITIALS: QA

DATE: 5/4/2017

SED: ST

DATE: 5/10/2017

Revised 10/20/15



STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the People of the State of New York, acting through MaryEllen Elia, Commissioner of Education of the State of New York and Chief Executive Officer of the Board of Regents of the University of the State of New York, party of the first part, hereinafter referred to as the (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

APPENDIX A
STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract,

the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a)

discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING

CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT

PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any

substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of

inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY

NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the

foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified

mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992.

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service

Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS

PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the

State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited

Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

January 2014

APPENDIX A-1

Payment and Reporting

- A. In the event that Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.

Terminations

- A. The State may terminate this Agreement without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.
- B. SED reserves the right to terminate this Agreement in the event it is found that the certification by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, SED may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

Responsibility Provisions

- A. General Responsibility Language
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Education or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. Suspension of Work (for Non-Responsibility)
The Commissioner of Education or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Education or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

C. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate SED officials or staff, the Contract may be terminated by the Commissioner of Education or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Education or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

Property

- A. The Contractor shall maintain a complete inventory of all realty, equipment and other non-expendable assets including, but not limited to, books, paintings, artifacts, rare coins, antiques and other collectible items purchased, improved or developed under this agreement. The Contractor shall submit a copy of the inventory in a form identical to or essentially similar to, Exhibit A annexed hereto. The term "non-expendable assets" shall mean for the purposes of this agreement any and all assets which are not consumed during the term of this agreement and which have a cost of One Thousand Dollars (\$1,000) or more.

Inventories for non-expendable assets must be submitted with the final expenditure report. In addition to or as part of whatever rights the State may have with respect to the inspection of the Contractor, the State shall have the right to inspect the inventory without notice to the Contractor.

The Contractor shall not at any time sell, trade, convey or otherwise dispose of any non-expendable assets having a market value in excess of Two Thousand Dollars (\$2,000) at the time of the desired disposition without the express permission of the State. The Contractor may seek permission in writing by certified mail to the State.

The Contractor shall not at any time use or allow to be used any non-expendable assets in a manner inconsistent with the purposes of this agreement.

- B. If the Contractor wishes to continue to use any of the non-expendable assets purchased with the funds available under this agreement upon the termination of this agreement, it shall request permission from the State in writing for such continued use within twenty-five (25) days of the termination of this agreement. The Contractor's request shall itemize the non-expendable assets for which continued use is sought. The State may accept, reject or accept in part such request. If the request for continued use is allowed to any degree, it shall be conditioned upon the fact that said equipment shall continue to be used in accordance with the purposes of this agreement.

If after the State grants permission to the Contractor for "continued use" as set forth above the non-expendable assets are not used in accordance with the purposes of this agreement, the State in its discretion may elect to take title to such assets and may assert its right to possession upon thirty (30) days prior written notice by certified mail to the Contractor. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.

- C. Upon termination of this agreement, the State in its discretion may elect to take title and may assert its right to possession of any non-expendable assets upon thirty (30) days prior written notice by certified mail to the Contractor. The State's option to elect to take title shall be triggered by the termination of this agreement or by the State's rejection of continued use of non-expendable assets by the Contractor as set forth herein. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.

- D. The terms and conditions set forth herein regarding non-expendable assets shall survive the expiration or termination, for whatever reason, of this agreement.

Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- C. This agreement cannot be modified, amended, or otherwise changed except by a writing signed by all parties to this contract.
- D. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
- E. Expenses for travel, lodging, and subsistence shall be reimbursed at the per diem rate in effect at the time for New York State Management/Confidential employees.
- F. No fees shall be charged by the Contractor for training provided under this agreement.
- G. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- H. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.

The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Certifications

- A. Contractor certifies that it has met the disclosure requirements of State Finance Law §139-k and that all information provided to the State Education Department with respect to State Finance Law §139-k is complete, true and accurate.
- B. Contractor certifies that it has not knowingly and willfully violated the prohibitions against

impermissible contacts found in State Finance Law §139-j.

- C. Contractor certifies that no governmental entity has made a finding of nonresponsibility regarding the Contractor in the previous four years.
- D. Contractor certifies that no governmental entity or other governmental agency has terminated or withheld a procurement contract with the Contractor due to the intentional provision of false or incomplete information.
- E. Contractor affirms that it understands and agrees to comply with the procedures of the STATE relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).
- F. Contractor certifies that it is in compliance with NYS Public Officers Law, including but not limited to, §73(4)(a).

Notices

Any written notice or delivery under any provision of this AGREEMENT shall be deemed to have been properly made if sent by certified mail, return receipt requested to the address(es) set forth in this Agreement, except as such address(es) may be changed by notice in writing. Notice shall be considered to have been provided as of the date of receipt of the notice by the receiving party.

Miscellaneous

- A. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
- B. If required by the Office of State Comptroller ("OSC") Bulletin G-226 and State Finance Law §§ 8 and 163, Contractor agrees to submit an initial planned employment data report on Form A and an annual employment report on Form B. State will furnish Form A and Form B to Contractor if required.

The initial planned employment report must be submitted at the time of approval of this Agreement. The annual employment report on Form B is due by May 15th of each year and covers actual employment data performed during the prior period of April 1st to March 31st. Copies of the report will be submitted to the NYS Education Department, OSC and the NYS Department of Civil Service at the addresses below.

By mail:	NYS Office of the State Comptroller Bureau of Contracts 110 State Street, 11 th Floor Albany, NY 12236 Attn: Consultant Reporting
By fax:	(518) 474-8030 or (518) 473-8808

Reports to DCS are to be transmitted as follows:

By mail: NYS Department of Civil Service
Office of Counsel
Alfred E. Smith Office Building
Albany, NY 12239

Reports to NYSED are to be transmitted as follows:

By mail: NYS Education Department
Contract Administration Unit
Room 505 W EB
Albany, NY 12234
By fax: (518) 408-1716

- C. Consultant Staff Changes. If this is a contract for consulting services, Contractor will maintain continuity of the consultant team staff throughout the course of the contract. All changes in staff will be subject to STATE approval. The replacement consultant(s) with comparable skills will be provided at the same or lower hourly rate.
- D. Order of Precedence. In the event of any discrepancy, disagreement, conflict or ambiguity between the various documents, attachments and appendices comprising this contract, they shall be given preference in the following order to resolve any such discrepancy, disagreement, conflict or ambiguity:
1. Appendix A - Standard Clauses for all State Contracts
 2. State of New York Agreement
 3. Appendix A-1 - Agency Specific Clauses
 4. Appendix X - Sample Modification Agreement Form (where applicable)
 5. Appendix A-3 - Minority/Women-owned Business Enterprise Requirements (where applicable)
 6. Appendix B - Budget
 7. Appendix C - Payment and Reporting Schedule
 8. Appendix D - Program Work Plan

Revised 10/20/15

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

3300200

Contract No. C012707

Period: From: March 1, 2017

To: February 28, 2022

Funding Amount for Period \$ \$0.00

This Contract is no cost to New York State Education Department.

APPENDIX D

Program Work Plan

The Contractor shall perform all of the work as described in this Agreement in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Contract. The Contractor shall perform the work in accordance with professional standards and with the diligence and skill expected of a consultant with extensive experience in the performance of the work herein described. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the work in accordance with this agreement.

New York State Education Department / Office of Cultural Education Specifications for Digitization, Indexing, and Web Delivery

This document outlines the specifications for digitization and indexing services to be provided to the State Education Department (SED) Office of Cultural Education (OCE) by Ancestry.com. The materials selected for digitization and web delivery may include original records and/or rolls of 35 mm microfilm created by or for OCE.

OCE established the following specifications for image capture and file transfer, metadata and indexing, storage and transport (microforms only), records access and handling, and web delivery.

Image Capture and File Transfer

1. Ancestry.com will provide, as requested by OCE, tiff copies of images and related indexes for quality control and, upon request, for OCE use.
2. Ancestry.com will scan images at a resolution of 300 ppi, except in cases where Ancestry.com and OCE agree that an alternate resolution is acceptable, and at 8-bit grayscale. Ancestry.com will save images as LZW compressed TIFF files.
3. Ancestry.com will rename the image files according to the established OCE naming structure prior to transfer. OCE will supply that structure as well as standards and examples.
4. Ancestry.com must define and provide documentation regarding the relationship among the following files: digital image, name index, OCE identifier, and Ancestry.com identifier.
5. Ancestry.com must maintain and transfer the one-to-one relationships among image, index, OCE identifier, and Ancestry.com identifier.
6. Images will be batched based on the collection/series unit. Ancestry.com will maintain original order of records in delivering images and index images to OCE.
7. All transferred index information will be delivered as an XML or delimited file so that it can be imported into OCE databases.
8. OCE grants to Ancestry.com a perpetual, royalty-free, worldwide license to publish the digital images created by Ancestry.com under the Agreement on websites owned and operated by Ancestry.com and its affiliated companies.

Metadata and Indexing

1. OCE will supply Ancestry.com with brief series or collection level metadata (description) to be displayed on the New York page and associated with the collection, for each series/collection.
2. To ensure that indexing is performed accurately, OCE will provide to Ancestry.com one or more sample images of each series of records to be digitized, indicating the typical content and location of data elements proposed for indexing.
3. Ancestry.com will provide an indexing plan for each series/collection, to be approved by OCE prior to commencement. Indexing elements may include but not be limited to the following elements:

Element	Definition/Contents
Names	Person, family, corporation, geographical
Reference Information	Series, box, folder, volume, page, image number
Numerical Information	Inmate number, patient number
Dates	Birth/death, transfer, creation, duration, enlistment
Genre	Claim, patent
Descriptive Elements	Birthplace, age, sex, color, regiment

4. OCE will perform quality testing on a sample of the images from each batch as per institutional standards. If the image batch does not meet quality standards, Ancestry.com will be responsible for correcting quality issues and resubmitting products.
5. OCE will perform quality testing on the related indexes as per OCE institutional standards. If an index does not meet quality standards, Ancestry.com will be responsible for resolving quality issues prior to the receipt of the next scheduled batch. Any changes discovered by or reported to OCE after the end of the project will be forwarded to Ancestry.com in quarterly batches to be implemented in the online index.
6. Ancestry.com shall own any digital indexes created by Ancestry.com under the Agreement (the "Indexes"), and Ancestry.com grants to OCE a perpetual, royalty-free, worldwide license to use the Indexes for internal purposes. For the sake of clarity, this license allows OCE to use the Indexes for the benefit of OCE staff and patrons, and for providing information contained in the Indexes to patrons conducting research with respect to specific individuals. This license does not allow OCE to distribute or enable users to download a complete copy, or any substantial portion of, the Indexes or distribute or resell the Indexes to any third-party company, entity, agency or institution for any purpose. The parties agree that this provision explicitly supersedes the Section A, under "Safeguards for Services and Confidentiality" in Appendix A-1 as relates to the ownership of the Indexes.

Use of OCE Facility for On-Site Digitization

1. OCE will provide Ancestry.com staff with secure, semi-private space, adjacent to the public Research Room operated by the New York State Archives and New York State Library on the

11th floor of the Cultural Education Center, or like space. This space will serve as the location for the installation and operation of Ancestry-owned digitization equipment. Ancestry.com staff will be required to comply with the standard requirements (available in written form) for researchers using archival records in the Research Room.

2. Due to security and preservation concerns, OCE reserves the right to participate in interviewing and selection of Ancestry staff hired to digitize OCE collections in the Research Room.

Records Access and Handling

1. Ancestry.com staff will receive from OCE staff instruction on appropriate handling and protection of archival records, and will comply with those instructions.
2. OCE staff will retrieve and deliver records to be digitized as requested by Ancestry.com staff with reasonable advance notice. Ancestry.com staff will return such records to OCE staff promptly.

Restricted Information

1. OCE will review archival records selected for digitization to confirm that they do not contain legally restricted information or to indicate information within the records that must be redacted or masked before or after digitization. If the records reviewed by OCE and provided to Ancestry.com for digitization are later discovered by OCE, despite its prior review, to contain restricted information, OCE will inform Ancestry.com of the image identifiers for such records. Ancestry.com will then remove the images of such records from its publicly-accessible database. This provision also applies to records that are currently accessible but which may be determined by law or regulation to be restricted in the future.

Storage and Transport (applies to microforms only)

1. OCE is responsible for transportation of the microfilm rolls to Ancestry.com. OCE will pack the collections for transit. OCE will pack the collection for transit. Ancestry.com will pay all shipping costs.
2. OCE staff will prepare an inventory that lists each series/collection in the shipment by title, accession number, and container numbers, along with a count of the number of rolls in each shipment. Ancestry.com must verify the list and acknowledge receipt by returning an annotated and signed copy of the inventory.
3. On completion of the project, Ancestry.com will pack the materials for return to OCE using the same containers and packing methods as those used by OCE in shipping the records to Ancestry.com facilities. Ancestry.com will prepare and submit an inventory like the one described above for the return shipment(s).
4. While at Ancestry.com facilities, all OCE property shall be stored in a secure area and protected from theft or damage in the following manner:
 - a. Ancestry.com will store microfilm rolls in a fire resistant room when materials are not in active use.
 - b. Ancestry.com facility will provide security as follows: locks on all doors and windows

- and a 24-hour electronic security system connected to and monitored by a central control station.
- c. Ancestry.com facility is equipped with an automatic fire detection system that meets NFPA 72, National Fire Alarm Code.
 - d. Ancestry.com facility is equipped with automatic sprinkler protection and/or portable fire extinguishers suitable for a Class A fire in accordance with NFPA 10, Standard for Portable Fire Extinguishers or standpipe systems in accordance with NFPA 14, Standard for the Installation of Standpipe and Hose Systems.
 - e. Ancestry.com facility is climate-controlled with a HVAC system that operates 24 hours/day, 7 days/week with temperature in storage/ work areas that will not exceed 70 degrees and relative humidity in the 30-50% range.
 - f. There shall be no smoking, eating, or drinking in areas where OCE materials are stored or used.
5. Ancestry.com shall insure any shipped microform collections against loss or damage from any cause during the time it is out of OCE custody at a value provided by OCE. NYSED will be named additional insured and loss payee and notified if policy is going to be terminated. As proof of compliance with any insurance requirement, Ancestry.com shall furnish a certificate of insurance to OCE before items are shipped. In the event of damage or loss, Ancestry.com shall reimburse the OCE in full.

Ancestry.com / New York Webpage

1. Ancestry.com will provide, in perpetuity, (as long as Ancestry.com, or any affiliate or successor, operates the family history website currently available at ancestry.com, or any such successor, affiliate, or related website), free unrestricted access to images digitized through this contract, for all New York state residents. The free access to the database on the Ancestry.com site is via a New York webpage powered by Ancestry.com.
2. The webpage will be clearly branded with holding repository logo (supplied by OCE) and will include the credit line "New York State Education Department, Office of Cultural Education."
3. Each New York image will be accompanied by information on the institution that holds the image source.
4. The webpage will include a link to OCE websites.
5. Ancestry.com will supply OCE with a link to Ancestry.com New York webpage.
6. Ancestry.com will include with each image the appropriate citation information provided by OCE and a link for customers wishing to purchase images from OCE.
7. Ancestry.com will provide counter-compliant use statistics to OCE.

New York State Archives
Content proposed for digitization by Ancestry.com
Contract period: [Date], 2017 – [Date], 2022

Item	Series- Accretion	Creator / Title of Series	Extent	Page Size (inches)	No. of Pages
1.	A0603-15	New York State. Governor. Register of commitments to prisons, ca. 1910-1915	30 CF (32 vols)		
2.	A0604-16	New York State. Governor. Registers of discharges of convicts by commutation of sentences, 1916-1961* (No records younger than 75 years.)	23 CF (25 vols)	19x22 19x22 & 19x24 19x23	184 117 318
3.	A0599-15	New York State. Governor. Extradition requisition and mandate registers and blotters, 1857-1938	5 CF (13 vols)		
4.	B2401-16	Great Meadow Correctional Facility registers, c. 1906-1979. Parole Register, 1911-1929 (No records younger than 75 years.) (See Note A below)	1 CF (1 vol)	18.5x18.5	492
5.	B2396-15	Great Meadow Correctional Facility registers, c. 1906-1979. Admission Registers, 1922-1933, 1945- 1965* (No records younger than 75 years.) (See Note B below)	3 CF (4 vols)	17x13 19.5x19	273 151
6.	B2399-16	Great Meadow Correctional Facility registers, c. 1906-1979. Register of Aliens, 1911-1917 (See Note C below)	1 CF (1 vol)	18.5x18.5	118
7.	B0143	Sing Sing Prison. Inmate admission records (1940-1941; earlier are digitized)	4 vols	18x11.75 18.11.5 18x12 18x11.5	320 1,000 949 1,002
8.	A0352	New York State. Dept. of State. Peddlers' licenses, 1840-1896, 1949- 1956* (No records younger than 75 years.)	1 CF (4 vols)	8x12 8x12 8.25x13.5 8.5x14	440 537 28 98
9.	15029	New York State. Dept. of Civil Service. State employee history cards, ca. 1894- 1954	260 CF	Arranged alphabetically in 2 sub-series: older cards (before ca. 1940) are 3 x 5; newer cards (starting ca. 1940s) are 4 x 6	Apx 100,000+ cards
10.	A0020	New York State. Adjutant General's Office War of 1812 certificates of claim and related records, ca. 1858-1876	18 CF	7.5x11* 7.5x11* 12.5x7.75* 16.11.5 16x11.5	450 450 980 519 515
11.	A3352	New York State. Adjutant General's Office War of 1812 claims files. Claim applications for service in the War of 1812, ca. 1857-1861	35 CF (88 reels 35 mm microfilm)		88,000 frames of film

Item	Series- Accretion	Creator / Title of Series	Extent	Page Size (inches)	No. of Pages
12.	A0626	New York State. Governor. Executive clemency application status ledgers, 1883-1899	4 CF (5 vols)	16x13.5 15.75x10.5 15.75x10.5 15.75x10.5	48 500 495 498
13.	A0629	New York State. Governor. Executive clemency and pardon application ledgers and correspondence, 1849-1903 (Correspondence should not be included because it is very difficult to index and on fragile tissue paper.)	13.5 CF (41 vols)	15.25x10.25 12.5x8 13.75x8 13.75x8.5 17.5x10.5 11.75x9.5	405 545 491 421 33 508
14.	B0068	Auburn Prison. Registers of male inmates discharged, [ca. 1816]-1894, 1908-1949* (No records younger than 75 years.)	6 CF (8 vols)	19x20.5	544
15.	B0067	Auburn Prison. Registers of male inmates received, ca. 1870-1892, 1900-1953* (No records younger than 75 years.)	6.0 CF (6 vols)	19x24	590
16.	B0066	Auburn Prison. Registers of indefinite and definite sentences, 1897-1932	1.2 CF (6 vols)	13.75x8.5 13.75x8.5 13.75x8.5 13.75x8 13.75x8.5 13.75x8.5	563 170 72 317 162 205
17.	B1827	Auburn Prison. Register of foreign born inmates, 1908- 1922	0.9 CF (1 volume)	7x7	80
18.	B0031	Auburn Prison. Register of commutations, 1889-1912	1 CF (4 vols)	8x10.5 9.5x11 9x11 11.5x10	182 388 400 400
19.	B0053	Auburn Prison for Women (1893-1933) [Predecessor to Bedford Hills Correctional Facility] Auburn Prison. Registers of female inmates received, 1893-1933* (No records younger than 75 years.)	1 CF (2 vols)	15x20 15x20	458 116
20.	B0055	Auburn Prison for Women (1893-1933) Auburn Prison. Register of female inmates discharged, 1893-1919	1.5 CF (1 vol)	15x20	498
21.	B0060	Auburn Prison for Women (1893-1933) Auburn Prison. Register of commutations for female inmates, 1920-1930	0.3 CF (1 vol)	9x11	96
22.	A0412-78	Education Department. Division of Archives and History. World War I veterans' service data and photographs, 1917-1924	1 CF	11x8.5 12x9.5 12x10	302 40 22

Item	Series- Accretion	Creator / Title of Series	Extent	Page Size (inches)	No. of Pages
23.	B1706-16	State Historian. Grand Army of the Republic Records, 1871-1928 [Rosters only]	8 CF	8x13.5 8x13.5 13.5x8.5 8.75x12.5 8x13.75 8x13.75 8x13.5	54 48 498 62 22 32 21
24.	B0098	Clinton Prison. Inmate admission records (1940-1941; earlier are digitized) <i>Note that any records for inmates convicted of sex crimes need to be carefully reviewed and redacted, and any records for which crime is incest cannot be disclosed.</i>	?	11.25x8.5 19x11.5 18x12 18.75x12 17x11.5	396 250 152 350 500
25.	B1521-97	New York State. Temporary State War Ballot Commission. Address notifications and absentee ballot application cards, 1944 [Address cards only]	3.5 CF (apx 6000 cards)	3.5x5.5 cards	1,006 cards
26.	And other series/collections as agreed upon by both parties.				

For Great Meadow Correctional Facility Registers (finding aids in preparation), use NYS Library catalog records:

Note A. Parole Register, 1911-1929.

Arrangement: Roughly chronological.

Abstract: Series consists of one register documenting the parole of inmates. Information given for each inmate commonly includes register number, name, date received, maximum and minimum sentences, maximum and minimum expiration dates of sentences, date of parole, date of delinquency, date returned for violation, delinquent time to serve, date of absolute discharge by parole board, date transferred, date of escape, and name and address of person or institution paroled to. Register includes entries for many inmates who appear to have never been paroled.

Note B. Admission Registers, 1922-1933, 1945-1965*.

Arrangement: Roughly alphabetical.

Abstract: Inmate information provided in these registers includes name, inmate or register number, release date and status, county of conviction, sentence, date received at Great Meadow, and date received in previous facility. No personal information or information about criminal history is provided. One early register, dated from approximately 1922 through 1927, covers inmate numbers 8124 through approximately 9300 without significant gaps. Entries continue through 10876 with ever larger gaps and scarcity of information recorded. Reason for gaps and non-entries is unknown. Information for this register includes inmate number, inmate name, date received, maximum and minimum sentence, date of parole and return from parole, and remarks chiefly about parole or transfer to other facilities.

Note C. Register of Aliens, 1911-1917.

Arrangement: Chronological by date received.

Abstract: This series consists of one register documenting foreign born inmates. Information given for each inmate commonly includes register number, name, age, color, place of nativity, date of arrival in the United States, citizenship status, literacy ability, former trade or occupation, idle or unemployed when arrested, date received at Great Meadow, crime, sentence, date of sentence, county of conviction, marital status and number of children. Information for residence of wife and information for previous convictions and incarcerations are occasionally given.

APPENDIX X
SAMPLE DO NOT SIGN
Modification Agreement Form

Contract No.

Period: From:

To:

Funding Amount for Period \$

This is an AGREEMENT between the People of the State of New York, acting through MaryEllen Elia, Commissioner of Education of the State of New York and Chief Executive Officer of the Board of Regents of the University of the State of New York, party of the first part, hereinafter referred to as the STATE, and _____, party of the second part, hereinafter referred to as the CONTRACTOR, for modification of Contract No. , as amended in attached Appendix.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

SAMPLE DO NOT SIGN

The People of the State of New York
MaryEllen Elia
Commissioner of Education

By _____

Name Printed

Title: _____

Date: _____

By _____

Alison B. Bianchi, Shannon Tahoe or Aaron
Baldwin
Authorized Contract Officers

Date: _____

State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

STATE OF NEW YORK)
) SS:

County of _____)

On this ____ day of _____, 20__, before me the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument.

(Notary) _____

STAMP

APPROVED

Office of the State Comptroller